

**Town of Tiverton, Rhode Island
Fire Chief**

Employment Contract

AGREEMENT entered into this 22nd day of January, 2008 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Robert Lloyd, hereinafter referred to as the "Employee".

WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is therefore now agreed that the following be affected:

1. **TERM**

The term of this agreement shall commence on January 4, 2008 and continue for three consecutive years and terminate on January 3, 2011.

2. **DUTIES**

The Employee shall be responsible for the supervision and control of all officers and department personnel and shall be responsible for their efficiency and effectiveness as members and employees of the administration and operation of the department and shall fulfill his responsibilities in accordance with Section 902 of the Tiverton Town Charter. All such duties shall be performed regardless of the time commitment unless specifically agreed to in writing by the Employer.

3. **SALARY**

The Employee shall receive the salary of \$75,075.00 per year effective January 4, 2008 annualized for the period beginning on the first day of employment through January 3, 2009; Years two and three anniversary increases shall be determined by merit.

The procedure for determining the level of merit shall be performance related. This employee shall receive in salary according to the following:

- | | |
|--|---------------|
| 1. Exceeds performance requirements in all areas- | 5% increase |
| 2. Exceeds performance requirements in most areas- | 4.5% increase |
| 3. Exceeds performance requirements in some areas- | 4% increase |
| 4. Performs at a satisfactory level- | 3% increase |
| 5. Needs Improvement- | 0% increase |

All of the stated amounts are to be paid on a fortnightly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. JOB EVALUATION

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. The evaluation shall include a five (5) tiered ranking system as follows:

1. Exceeds performance requirements in all areas.
2. Exceeds performance requirements in most areas.
3. Exceeds performance requirements in some areas.
4. Performs at a satisfactory level.
5. Needs Improvement.

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

5. RETIREMENT

The Employee shall participate in the Rhode Island State Employees Retirement System – Cola C provisions effective 1/1/2004 with contributions by the Employee to the plan pursuant to the provisions of the plan.

6. VACATION

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year accumulated at the rate of 1 and 1/4 days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of five (5) weeks.

7. SICK LEAVE/PERSONAL LEAVE

The Employee shall be granted 15 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 1 and 1/4 days per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness.

The Employee shall be granted three (3) personal days per year.

8. BEREAVEMENT LEAVE

The employee may be absent for three consecutive calendar days with full pay in the case of death of a father, mother, brother, sister, spouse, child and grandchild.

Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

9. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event the employee covered by this Agreement is sued in any civil proceedings as a result of actions performed by said employee in the performance of his/her duty as an employee of the Tiverton Fire Department, the Town of Tiverton agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceedings.

This Section shall not apply to conduct of the employee which is willful, deliberate or beyond the scope of his/her employment.

10. HOLIDAYS

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of \$60,000 for the period of this agreement.

12. HEALTH INSURANCE

The Employee shall be entitled to Health Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental) for individual plan coverage at the expense of the Employer for the period of this agreement. Should the Employee choose to have family plan coverage, he shall participate in the payment of such premium at a rate of 15% for the increment between the individual plan coverage and the family plan coverage. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3,000 per year with such compensation being disbursed in equal biweekly amounts.

13. CONTINUING EDUCATION

The Employee shall be reimbursed \$1,500.00 per year for costs associated with continuing education as related to the position of Fire Chief.

14. UNIFORM and EQUIPMENT

The Employer will provide the Employee with a car for the exclusive use of the Employee. The Employee shall receive a clothing allowance in the amount of \$1125.00 paid to the Employee for the cleaning of his uniform. Said amounts will be paid to the Employee with his first pay following July 1st of each year.

15. EMT CERTIFICATION:

The Employee will receive \$1560.00 per fiscal year for earning and maintaining an EMT-C Certification. All payments relative to this benefit shall be paid on a fortnightly basis throughout the tenure of the contract.

16. SUSPENSION/REMOVAL:

Notwithstanding the term of this employment contract, termination shall occur either by:

- a) Mutual agreement of the parties;
- b) Retirement of the Employee;

In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties.

All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.

- c) Death of Employee;
- d) Disability of the Employee;

In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two physicians specializing in

the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the Agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.

- e) The Employee's non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Fire Chief.

- f) Discharge for Cause

Employee may be discharged for cause during the term of this contract for one or more of the following reasons: (1) immorality, (2) conviction of a felony or other crime involving turpitude, (3) repeated documented failure to comply with established Employer policy (4) insubordination and/or (5) continuing neglect of duties and/or (6) conviction of any state or federal law.

Any suspension/removal of EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter. Any suspension may be without pay at the discretion of the Town Administrator.

17. RENEWAL

The Employer shall consider renewal of the Employee's employment in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

18. STATUS REPORT

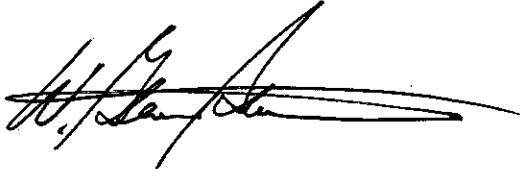
Prior to the issuance of the employee's final paycheck, the employ shall submit a written report to the Town Administrator, which details the status of the Fire Department. This shall include, but not limited to, an assessment of operations, status of department budget, description of pending and awarded grants, description of projects and details of unresolved issues including personnel matters.

19. POLICIES AND PROCEDURES

The EMPLOYEE is subject to all policies and procedures as adopted by the EMPLOYER.

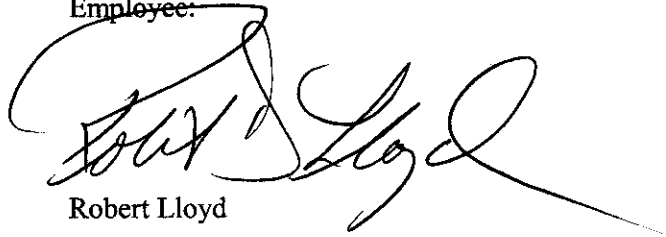
This agreement is executed this 22nd day of January, 2008 by:

Town of Tiverton:



W. Glenn Steckman
Town Administrator

Employee:



Robert Lloyd
Employee

Ratified by Town Council:



Louise Durfee

President, Tiverton Town Council